## ATTACHMENT B

## SCOPE OF WORK

Category 2.1: Inmate Kiosks and Communications

**Category 3.1**: Tablets

**Category 4.1:** Phone System

Each category (*Sections 2.1 through 4.1*) will be evaluated separately by the Evaluation Committee. Committee members will score each category independently of the others, and will make awards as in the best interest of the Lead State and ValuePoint.

Vendors may submit a proposal for any or all of the categories listed in the Scope of Work, but may not submit for less than one entire category. Vendors must clearly identify in their proposal the category or categories, the section number(s) and geographic location for which they are proposing.

For all categories below, the vendor:

- Must ensure that the facilities are in compliance with all existing Participating Entities rules and regulations;
- Must ensure all services are conducted by a State Certified/Licensed Technician;
- Must ensure all services are conducted in accordance with any certification requirements within Participating Entitles;
- May offer additional services as related to awarded categories;
- Must ensure all equipment is compatible to the best industrial standards and must function as designed after installation;
- Must designate a single point of contact to be the liaison for state information technology staff to handle the day-to-day operations. References for this designee must be submitted as part of the vendor's proposal; and
- Shall ensure permits must be current and remain current.
- Must not allow any part of the resulting contract from this solicitation be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

### 1.1 BACKGROUND CHECKS

1.1.1 Background check approvals for site visits are required. For security reasons, the vendor must complete a Background Check Application, and return the completed form to the requesting DOC. Because of space considerations, each

vendor shall be limited to a maximum of two (2) representatives to attend each site evaluation.

- 1.1.2 Upon Contract award, and a least seven (7) days prior to beginning work, the awarded vendor will submit a completed DOC Background Check for each employee who will be working on this project (unless previously cleared for the Site Visit).
  - 1.1.2.1 Faxes or e-mailed forms will be accepted, but the original form must be sent by US postal mail within three (3) days or clearance may be revoked.
  - 1.1.2.2 Completed Forms must be sent to the designated person within each Participating States Correctional Facility.
  - 1.1.2.3 This form must be signed and returned for each employee who will be attending the site visit and/or performing any Contract work at DOC facilities.
- 1.1.3 All costs associated with background checks will be at vendor's expense.
- 1.1.4 It is the vendor's responsibility to ensure the following:
  - 1.1.4.1 Vendors must not begin work on the contract until clearance has been issued by the Purchasing Entity; and
  - 1.1.4.2 Notification and access to facilities will be pre-authorized by Purchasing Entities.
- 1.1.5 No personnel entering the correctional facilities may be convicted felons.
- 1.1.6 Any potential vendors who are in non-compliance with the requirements of the Security Regulations will not be allowed access to the facility.
- 1.1.7 All vendor employees entering prison grounds must adhere to the Department Security Regulations.
- 1.1.8 The vendor must ensure that, while at the facility, inmates do not have access to telecommunication devices in accordance with Participating States Statutes and Rules and Regulations.
- 1.1.9 Due to space considerations, each vendor will be limited to a maximum of two (2) representatives to attend each site evaluation.

### 1.2 DEPARTMENT OF CORRECTIONS REQUIRMENTS

- 1.2.1 Work Area/Project Preparation
  - 1.2.1.1 Prior to commencement of work, the awarded vendor shall ensure that:

- A. Arrangements have been made for any disposal of waste materials per Scope of Work;
- B. All tools, equipment and materials are on hand; and
- C. Any applicable worker training has been completed and documentation is on site required.

# 1.2.2 Securing of tools

- 1.2.2.1 Vendor to adhere to all Participating States policies and procedures regarding tool control.
- 1.2.2.2 Vendor's responsibility to ensure incarcerated individuals do not have access to any tools or equipment brought in by vendor and/or subcontractor(s) if applicable.

### 1.2.3 Health and Safety Standards

- 1.2.3.1 The awarded vendor shall comply with all applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment.
- 1.2.3.2 The awarded vendor must comply with all Federal, State and Local rules and regulations.

## 1.3 VENDOR STAFF REQUIREMENTS

1.3.1 Vendor Staff Levels and Qualifications

The vendor will have direct oversight, be responsible for and monitor the performance of all vendor staff performing services under the Contract. The authorized DOC staff will provide security for the vendor's employees and agents consistent with the security provided at all DOC facilities.

- 1.3.1.1 The vendor shall identify and define their key full time positions supporting the DOC ITS.
- 1.3.1.2 The vendor will be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of vendor's staff positions.
- 1.3.1.3 Additionally, the vendor's staff will liaise with and maintain a good working relationship with DOC staff and other providers working with the DOC.

## 1.3.2 Escalation Procedures During Repair Service

1.3.2.1 The vendor will provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service

problem, inadequate repairs to ITS, etc. These described procedures will include the name and title of service and management personnel as well as criteria for service escalation to a certain "level" within the vendor's organization.

- 1.3.2.2 Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures will be made available to the authorized DOC staff immediately upon request.
- 1.3.2.3 Provide administrative staff that will be on site at DOC Headquarters to manage the DOC accounts. The vendor shall be required to pay for all background checks processed for its on-site staff.
- 1.3.2.4 Provide for an external audit of services on an annual basis by an independent auditing firm verifying the vendor's timing and billing systems are accurate and capture all calls. Selection of the independent auditing firm shall be subject to DOC approval. The staff that performs the audit will be subject to background checks in advance of entering DOC facilities.

#### 1.4 DOCUMENTATION

- 1.4.1 Detailed technical system documentation and system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.
- 1.4.2 As applicable, prior to production implementation, the successful vendor shall provide to the DOC detailed technical system documentation, detailed system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.

## 1.5 PUBLIC WORKS PROJECTS

Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.

1.5.1 Labor prices for affected projects may be negotiated between the using entity and the contractor, provided the contractor provides adequate documentation for any negotiated increase.

- 1.5.1.1 Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
- 1.5.1.2 Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.
- 1.5.2 Vendors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
- 1.5.3 Jobsites must be cleaned every day.

#### 1.5.4 Asbestos

- 1.5.4.1 Asbestos may be present within State-owned facilities, and may be encountered in previously inspected buildings.
- 1.5.4.2 Upon discovering asbestos or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and contact the project manager and/or building owner;
- 1.5.4.3 The project manager and/or building owner shall assume responsibility for taking material samples for testing; and
- 1.5.4.4 The project manager/building owner will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to resuming work in the affected area.
- 1.5.5 All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.
- 1.5.6 Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

# 1.6 GENERAL REQUIREMENTS

- 1.6.1 Vendors must guarantee workmanship at vendors' expense for a period of twelve (12) months from date of installation.
- 1.6.2 Work shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.
- 1.6.3 The awarded vendor(s) may be required to do some work after normal business hours (8am-5pm, unless otherwise specified by the Purchasing Entity);

- however, it is anticipated that most work will be completed during normal business hours.
- 1.6.4 Vendor staff is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Purchasing Entity will have the final determination of competency in all matters regarding personnel provided by the vendor.
- 1.6.5 Once the awarded vendor(s) has possession of the equipment to be installed, the responsibility for all equipment, including storage during installation work, shall be at the awarded vendor's expense when storage space is unavailable at the jobsite.

#### 1.7 STANDARD OF PERFORMANCE AND ACCEPTANCE

- 1.7.1 The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the vendor and acceptance by the Purchasing Entity.
- 1.7.2 The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed certification is received that the product is ready for Acceptance Testing.
- 1.7.3 If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
- 1.7.4 Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).
- 1.7.5 If, after the cure period, the product still has not met the Standard of Performance, the Purchasing Entity may, at its option:
  - 1.7.5.1 Declare the vendor to be in breach and terminate the order;
  - 1.7.5.2 Demand a replacement product from the vendor at no additional cost to Participating Entity; or
  - 1.7.5.3 Continue the cure period for an additional time period agreed upon by the Participating Entity and the vendor.
- 1.7.6 Vendor shall pay all costs related to the preparation and shipping of returned products.

- 1.7.7 No product shall be accepted and no charges shall be paid until the Standard of Performance is met.
- 1.7.8 The warranty period will begin upon the Purchasing Entity's approval.

#### 1.8 TRAVEL

All travel will be negotiated within each PA. Travel may be subject to limits of the Participating Entity's rules.

### 1.9 AUTHORIZATION TO WORK

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

### 1.10 SYSTEM COMPLIANCE WARRANTY

- 1.10.1 Licensor represents and warrants: (a) that each Product shall be Date Compliant; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.
- 1.10.2 Equipment must carry a minimum one (1) year warranty that it is free from defects in material and workmanship. If defects are identified, the successful vendor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the customer. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the Participating State Contract Administrator.

#### 1.11 TERMS AND CONDITIONS FOR GOODS

The information in this section does not need to be returned with the vendor's proposal.

### 1.11.1 Express Warranties

For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

## 1.11.1.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

## 1.11.1.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.

## 1.11.1.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

## 1.11.1.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.

## 1.11.1.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

### 1.11.1.6 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label

# 1.11.1.7 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

## 1.11.1.8 Infringement Indemnity

Refer to Attachment  $A \sim NASPO$  ValuePoint Master Agreement Terms and Conditions, Section 33.

### 1.11.1.9 Usage of Trade; Course of Dealings; Implied Warranties

Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the Participating State. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the Participating State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in the Participating State's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.

### 1.11.1.10 Warranties Cumulative

It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.

## 1.11.1.11 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.

### 1.11.1.12 Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the Participating State's and Participating Entities, any of their political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

### 1.11.1.13 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

### 1.11.1.14 No Arrival; No Sale

The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

## 1.11.1.15 Price; Taxes; Payment

The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Vendor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made for Orders by State agencies by warrant drawn on the Participating State's (in accordance with their law) and mailed to vendor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

#### 1.12 **SECURITY**

- 1.12.1 Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project may be required to sign non-disclosure agreements to be determined by each participating State.
- 1.12.2 All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract.
- 1.12.3 All employees of vendors entering prison grounds must adhere to DOC Security Regulations.

#### 2. SCOPE OF WORK

#### 2.1 KIOSKS

#### 2.1.1 Kiosk Solutions

- 2.1.1.1 Turnkey Kiosks all hardware and software necessary to provide any related services the vendor provides. Should include locked down operating systems, security patches, remote monitoring and software upgrade, network security, application hosting on dedicated cloud services and secure data center.
  - A. Outside Kiosk located outside and be able to withstand weather and the elements; rain, snow, wind, sun, etc. Kiosks should withstand temperatures from -20 degrees to 110 degrees with up to 100% humidity.
- 2.1.1.2 Deposit Kiosks limited to accept incoming inmate deposits to include credit cards and cash.
  - A. The vendor to detail how it will track cash deposits on the kiosks and provide pick-up services to process onto the inmates' accounts.
- 2.1.1.3 Hardware Only Kiosk all related hardware as needed to implement kiosk solution. Kiosk should contain a touch screen; however, a durable security centered keyboard will also be considered especially supporting disabled inmates who could not access the kiosks.

Note: If proposing this type of kiosk, vendor to be responsible for the project, with a sub-contractor(s) as needed to complete the installation as quoted.

# 2.2 KIOSK APPLICATIONS

- 2.2.1 Email/Secure Messaging
  - 2.2.1.1 Electronic mail services, including restrictions of senders and receivers
  - 2.2.1.2 Keyword search capabilities on both incoming and outgoing messages.

- A. Keyword search may be edited at any time.
- 2.2.1.3 Capability for the DOC to manage email approvals at either an institution level and/or the state level.
- 2.2.1.4 Incoming photo messages/attachments
  - A. System may allow for separate viewing of messages and photos as well as the ability to reject/accept any combination of messages and photos.
- 2.2.1.5 Incoming video messages/attachments
  - A. System may allow for separate viewing of messages and videos as well as the ability to reject/accept any combination of messages and videos.
- 2.2.1.6 Offender email must be storable by vendor or transferrable to DOC storage.
- 2.2.1.7 Vendor to describe estimated impact of email/messaging on the DOC network.
  - A. Provide a plan for data lines should capabilities at the institutions be limited as a result of this implementation.
  - B. Vendor to offer an alternative solution to reduce stress on DOC network.
  - C. Vendor to describe file size limitations if any and additional cost associated.
- 2.2.1.8 Vendor to provide both electronic viewing of messages and ability for DOCs to print messages and photos. For printing function, the vendor to supply printers and consumables toner and paper at no additional cost.
  - A. Vendor to describe process for DOC to order printing supplies.
  - B. Vendor to submit a plan on how the toner will be recycled.
- 2.2.1.9 The vendor to describe ability to track, research and investigate messaging history by various factors including, but not limited to, send date, sender, recipient, etc.
- 2.2.2 Inmate Banking EFT deposit services
  - 2.2.2.1 Many of DOCs currently have a system to accept electronic funds transfers for outside parties to send funds to inmates. If available,

vendors shall provide their capability and system to provide Electronic Funds Transfer. The vendor must outline the process for verification via all methods, such as debit card, credit card, personal check and/or money order.

- 2.2.2.2 Providers of electronic funds transfer (EFT) should be required to be both PCI-DSS compliant and have a money transmitter license in every state where one is required.
  - A. Vendors that accept credit cards must specify that they meet all card requirements for the processing of transactions.
  - B. Non-payment of credit card transactions will not be the responsibility of the DOC.
- 2.2.2.3 EFT providers should to have a retail walk-in partner that accepts cash payments.
- 2.2.2.4 Exchange data with the DOC Inmate Banking System including, but not limited to, account balances and transactional information. Vendor to describe any limitations to the banking information that can be presented to the inmate through a kiosk/tablet.
- 2.2.2.5 The vendor shall have the ability to maintain minimum and maximum deposit levels.
- 2.2.2.6 The vendor shall have the ability to handle DOC-specific special deposit periods and rules (i.e., gift periods).
- 2.2.2.7 Describe security features that ensure accurate deposits (i.e., wrong account numbers).
- 2.2.2.8 The vendor to describe ability to track, research and investigate deposit history by various factors including, but not limited to, deposit date, sender, recipient, etc.
- 2.2.2.9 Provide the ability for inmates to move funds between inmate's own sub-accounts (e.g., Trust, Savings, commissary, media, phone, etc.).
- 2.2.3 Inmate Banking Lockbox services

2.2.3.1 Provide a lockbox-type system to assist the DOC with the consolidation of all electronic deposits to offender Trust accounts. The DOC uses the term "electronic deposits" to include payments sent to an offender's Trust account on behalf of the offender's friends and family members using credit or debit cards, online deposits, telephonic deposits, walk-in cash deposits, and/or money orders ("Lockbox"). Money orders will be processed by the vendor along with electronic deposits and will not be processed at DOC facilities.

### 2.2.3.2 The Vendor shall:

Receive funds from the sender in accordance with its collection methods, which includes by phone, online, walk-in, and money orders. This will be done at no cost to the DOC or the offender population.

- A. Provide the DOC an electronic file of the previous day's transaction activity. This daily file should be available for DOC use, times to be negotiated within each Participating State's Addendum. Detailed requirements for the daily file are to be determined by the software provider for DOC. The electronic file will also include information on funds received by mail from money orders.
- B. Use the offender file provided by DOC so that funds are accepted only for valid offender names and offender numbers. Detailed specifications for the offender file are determined by the software provider and the interface method may change during the term of any contract established as a result of this RFP.

- C. The vendor to guarantee delivery of funds after the electronic file of daily transactions is made available to the DOC. In instances of fraudulent or erroneous transactions, DOC may try to assist in recovery if the funds are still in the offender's account.
- D. Deposit collected funds (including money orders) via Automated Clearing House (ACH) shall be made every weekday (once per day) for the previous day's transactions. For example, transactions received on the weekend will be aggregated in the Monday electronic file of daily transactions and deposited via ACH on Tuesday. In the case of State holidays, processing will be delayed until the next business day. This is necessary for accounting staff to balance daily batches and make sure funds are posted properly.
- E. Store details of all transactions in a database and make each transaction available to DOC via an online interface provided by the vendor. This interface will allow DOC to look up transactions and provide an intelligence feature that allows DOC to see who is sending money. The user interface shall be able to show links between senders and offenders, how many offender are receiving funds from a particular sender, and how many offenders are receiving funds from multiple senders. The transaction database shall include transactions with other prison systems serviced by the vendor to the extent possible through data sharing agreements.
- F. Allow all transactions to remain available to DOC for review, whether via the online interface or an archive retrieval process, according to the Participating State's records retention standards.
- G. Be responsible for responding to and resolving any inquiries and complaints from senders arising out of the vendor's failure to timely transmit any transactions to DOC.
- H. Keep all information about offenders confidential and shall make no disclosure to any third party, except as required by law. The vendor agrees to give DOC immediate notice of any such disclosure.
- I. Agree that DOC has the right of review and approval of any advertisement or promotional material referring to the DOC and/or the operation or existence of this electronic funds system.

- J. Agree to provide a secure system so that unauthorized users cannot access DOC's information.
- K. Have experience in handling a large volume of electronic deposits and money orders.
- L. Provide a robust intelligence gathering mechanism.
- M. Collect sender first name, last name, address and phone number for every money order.
- N. Provide functionality to allow DOCs to control and restrict the flow of funds to and from various individuals.
- O. Provide 24/7 customer service which must be available for offender families to inquire about their money orders.
- P. Provide a five day turnaround for money orders so that they are available for offenders to spend a maximum of five days after the sender has placed the money order in the mail to the vendor.
- Q. Maintain a five day turnaround for money orders that are sent from any state in the US.
- R. Maintain a five day turnaround for money orders even if the lockbox operation is located outside of Participating States.
- S. Accept money orders from retail locations (i.e. "walk-in) and must have a relationship with the major retail locations within the Participating States.
- T. Require money order senders to fill out a form with their address and phone number to be submitted together with the money order. The vendor can collect more information on this form if it will increase intelligence gathering.
- U. Provide a secure lockbox facility. It must have restricted facility access, security and an alarm system, at a minimum.
- V. Maintain infrastructure security, meaning that all of the vendor's software should have formalized change management control, full system redundancy, and capacity for unexpected growth.

### 2.2.4 Inmate Internal Communications

- 2.2.4.1 Vendor to provide internal communications/document routing between DOC staff and inmates and vice versa for various operational functions including, but not limited to:
  - A. General inquiries;
  - B. Grievances:
  - C. Medical appointments;
  - D. Pharmacy refills orders; and
  - E. Access to DOC-approved documents.

# 2.2.5 Inmate Commissary

- 2.2.5.1 Electronic ordering of commissary items.
- 2.2.5.2 Provide holiday and/or package program orders for inmates.
- 2.2.5.3 Interface purchases with the inmate banking system.
- 2.2.5.4 View commissary account balances
- 2.2.5.5 Manage item restrictions at various levels: statewide, classification level-specific, facility-wide, housing unit-specific, inmate-specific.
- 2.2.5.6 Manage spending levels at various levels: statewide, classification level-specific, facility-wide, housing unit-specific, inmate-specific.
- 2.2.5.7 Print receipts of commissary purchases.
- 2.2.5.8 The vendor to describe ability to track, research and investigate commissary history by various factors including, but not limited to, receipt date, inmate, item number, etc.

#### 2.2.6 Video Visitation

Requirements for data transfer for video visitation as follows:

- 2.2.6.1 System shall be able to manage visits of various types (i.e., video, face-to-face, contact, etc.).
- 2.2.6.2 System shall allow the facility to manage visitation hours, time slots, scheduling, recording & monitoring rules, and policies.
- 2.2.6.3 System shall have the ability to record visitations.
- 2.2.6.4 System shall have the ability for designated DOC staff to monitor real-time visitation and terminate the visit as needed.
- 2.2.6.5 System shall include an option for Video Relay Service (VRS) separate from video visitation for hearing impaired/inmates.

Capabilities for video visitation should include, but not be restricted to:

- A. Integrated into wall-mounted kiosks.
- B. Allow inmate to initiate call by entering phone number.
- C. Specify service provider of sign language interpreters.
- D. Option for VRS application to be available to specific users based on inmate PIN.
- E. Automatically route VRS calls through a VRS interpreter for calls placed to a non-VRS registered phone number. Must have the capability of making a direct connection to a called party without the need for an interpreter when calling a VRS registered phone number.
- F. Allow inmate to choose English or other language speaking video relay interpreter.
- G. Allow option for Voice Carry Over.
- 2.2.6.6 Have automated announcement to called party / interpreter to inform called party that the call is from a correctional facility and that calls may be monitored and recorded.
  - A. Display on screen message to inmate that VRS calls may be monitored and recorded.
  - B. Prevent 3-way calls.
  - C. Prevent incoming calls.
  - D. Prevent 911 calls.
  - E. Shall not display a call history or call log to inmates.
  - F. Have live monitoring of VRS calls.
  - G. Record VRS calls.
- 2.2.6.7 Vendor to describe estimated impact of video visitation on the DOC network.

- A. Provide a plan for data lines should capabilities at the institutions be limited as a result of this implementation.
- B. Vendor to offer an alternative solution to reduce stress on DOC network.
- 2.2.6.8 The vendor to describe ability to track, research and investigate visitation history by various factors including, but not limited to, visitation date, visitor, inmate, etc.

#### 2.2.7 Music

- 2.2.7.1 Offer music for sale as music downloads and also offer streaming music available at a monthly fee. The DOC will decide whether to implement the music download model or the streaming music model.
- 2.2.7.2 Offer a large variety of titles and genres available for purchase.
- 2.2.7.3 Vendor must be able to customize music catalog for approval by Participating State DOCs.
- 2.2.7.4 Alternative methods that allow the inmates to search and choose music (to place in a queue) without being connected to the kiosk. This includes the ability to choose order of preference and deleting selections in the queue.
- 2.2.7.5 Vendor must provide expected download/data retrieval times.
- 2.2.7.6 Describe security features and if features can be disabled upon inmate's release for normal use including any locking features to prevent music sharing, etc.
  - A. Vendor to describe theft prevention features.
- 2.2.7.7 Describe the capabilities of the proposed device/player to be used.
  - A. Is the base version upgradable?

- B. What is the minimum and maximum gigabyte capacity?
- 2.2.7.8 Describe power features and how recharging of the player is achieved.
- 2.2.7.9 The system shall be able to catalog inmate songs in a database and provide inmates with the ability to manage their total music library.
- 2.2.7.10 Device/Player must be clear to provide viewing of internal components.
- 2.2.7.11 Vendor must have contractual rights to distribute digital media from major music labels or other entertainment fields to provide reasonable volume of acceptable media content.
- 2.2.8 Additional services the vendor to describe any additional services as described below, but not limited to:
  - 2.2.8.1 PDF Document Viewing.
  - 2.2.8.2 GED Prep Education and self-improvement programs.
  - 2.2.8.3 Law Library Research Access.
  - 2.2.8.4 Ability to Translate Information from English to other languages.

### 2.3 KIOSK TECHNICAL ENVIRONMENT

- 2.3.1 The vendor shall provide its application(s) that will run on an operating system, mutually agreed upon by the vendor and the DOC that is capable of being upgraded at no cost to the Participating Entity.
- 2.3.2 Vendor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.
- 2.3.3 The vendor must provide following technical support services for all hardware equipment and software for services provided including, but not limited to:
  - 2.3.3.1 Updates and upgrades;
  - 2.3.3.2 Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, and/or workarounds.
  - 2.3.3.3 All upgrades, bug fixes, enhancements to the software and/or hardware shall receive prior approval by the authorized DOC staff, if required by the Participating Entity.
    - A. If requested by the authorized DOC staff, the vendor will provide a test environment to allow the authorized DOC staff

to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.

- 2.3.4 The vendor shall propose, provide, and describe their solution for change management. These must include at a minimum:
  - 2.3.4.1 Version number;
  - 2.3.4.2 Description of the change;
  - 2.3.4.3 How the change was initiated (i.e. user or system support);
  - 2.3.4.4 Person requesting the change;
  - 2.3.4.5 Person responsible for the change; and
  - 2.3.4.6 Date and time of the change.

### 2.3.5 Hardware Requirements

- 2.3.5.1 Vendor must describe the capability for the development of future applications and implementing these applications on the proposed hardware configuration.
- 2.3.5.2 Vendors to describe in detail the ability to provide the electrical equipment to operate on a regular 120 volt, 60 hertz, AC power and be "UL" or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.
- 2.3.5.3 Kiosks to support communications via:
  - A. Cable;
  - B. Fiber;
  - C. Wireless: and
  - D. Other.
- 2.3.5.4 Kiosks may or may not connect to DOC information technology infrastructure. Vendor to detail plans to support their proposal both ways.
- 2.3.5.5 Vendor must allow for the kiosks to be data linked within an institution, and best case to be linked throughout the Department.

#### 2.3.6 Kiosk Enclosure

2.3.6.1 The successful vendor shall provide a kiosk design to be of standalone style for inside/outside locations. The kiosk enclosure/housing needs to be self-contained, rugged and secure.

No crevices that can enable inmates to damage or spill into the enclosure and damage the kiosk.

- A. Outside Kiosks located outside and be able to withstand weather and the elements; rain, snow, wind, sun, etc. Kiosks should withstand temperatures from -20 degrees to 110 degrees with up to 100% humidity.
- B. This requirement is not mandatory and will be determined by the type of kiosk proposed. If there are no enclosures, vendors are to explain in detail the plan for mounting and security of the hardware.
- 2.3.6.2 Kiosk enclosures may have, but not limited to, the following:
  - A. Heavy duty locking mechanisms, hinges, door mechanisms capable of resisting inmate tampering and vandalism. Hardware must be contained in the kiosk enclosure.
- 2.3.6.3 Kiosks shall have floor and/or wall anchors. The vendor shall ensure that each kiosk can be easily unsecured from the floor or the wall by personnel authorized by the DOC.
- 2.3.6.4 The kiosk enclosure must be of a neutral color and easily cleaned.
- 2.3.6.5 When applicable, the vendor must ensure that all openings are secured with detectors where entry might be forced. Kiosk alarms must be:
  - A. Manually set to ring for a period of time with shrill alarm;
  - B. Capable of activation and deactivation at a remote location designated by the State DOC and proven not to provide false signaling regarding remote alarm.
  - C. When necessary, the vendor shall include battery replacement when required.
- 2.3.6.6 Kiosks shall have sealed opening(s) for power and phone lines as needed.

#### 2.3.7 Kiosk Monitors

- 2.3.7.1 Kiosk monitors must be Energy Star Compliant with a minimum level of EPEAT Bronze. Monitors must be a minimum of 17" in size across the diagonal, having an associated graphics control board with video drivers.
- 2.3.7.2 Touch screen monitor must be secure, safe and capable of withstanding heavy usage in a correctional environment. It must be

- scratch resistant. Vendor must provide any special care required to keep the screen clean, and prolong the viewing and usage life expectancy.
- 2.3.7.3 Touch screen monitor shall not be of the "overlay" or "membrane" type. If a "surface acoustic" or "capacitive" technology is not utilized, the vendor must provide an explanation of why another technology is being proposed.
- 2.3.7.4 Touch screen monitor shall reduce the ability to read the kiosk screen when viewed from the side to prevent others from viewing displayed information.
- 2.3.7.5 Describe proposed solutions for offenders with disabilities (i.e., large print options, text reader options for the blind, and assistive key-stroke functionality for paralyzed offenders).
- 2.3.7.6 Kiosks must have a touch screen video display (optional, available if needed) monitor capable of displaying digitized photographs, graphics, and videos, etc.

### 2.3.8 Kiosk Configuration

- 2.3.8.1 Vendor shall ensure kiosks are maintained on the most current version of the vendor's operating system, with no more than two versions at any one-time across all kiosks.
- 2.3.8.2 Vendor shall provide a method of insuring inmate ID security. Methods may include fingerprint scan or other biometric possibilities, ID card scanning (magnetic or barcode), and/or voice options.
- 2.3.8.3 Pictures, artist renderings and drawings of the proposed kiosk design shall be included with the proposal.
- 2.3.8.4 Kiosks shall comply with the most up-to-date ADA standards for accessible design to ensure ease of access for individuals with disabilities.
- 2.3.8.5 Kiosks shall have adequate ventilation to include fans if needed for components.
- 2.3.8.6 The kiosk shall not bear company names or logos.
- 2.3.8.7 The operating system should allow the Participating States DOCs the ability to customize the applications offered to inmates.
- 2.3.8.8 Deposit kiosks shall print receipts.

# 2.3.9 Remote Management

- 2.3.9.1 At minimum, remote Keyboard/Video/Mouse (KVM) reset is required.
- 2.3.9.2 Vendor to detail remote management capabilities. To include, but not limited to the following:
  - A. Monitoring;
  - B. Diagnostics;
  - C. Error resolution;
  - D. Software problem assistance;
  - E. Intelligence reporting;
  - F. Application and software updates and upgrades; and
  - G. Rebooting and controlling the remote kiosks from a central location.
- 2.3.9.3 Remote management should be set through a security access designation.
- 2.3.9.4 Vendor to describe how to ensure malware is not going to infiltrate the State's system.

## 2.3.10 Software Requirements

- 2.3.10.1 The successful vendor shall allow for additional applications to be added as determined necessary by the DOC. Upon mutual agreement between the vendor and the DOC, additional applications can be added via change order to the device while this contract or its extensions are in effect, at the Participating Entity's option.
- 2.3.10.2 Vendor must provide any and all upgrades that become available during the term of the contract.
  - A. Vendor to describe how they will manage transferring any purchased media including but not limited to music and approved messages (i.e., text and photos) if new devices are introduced during the life of the contract and/or if a new vendor is chosen upon contract termination.
- 2.3.10.3 Third Party Acquisition of Software: vendor shall notify the Department in writing if its intellectual property, business, or all of its assets are acquired by a third party.

- 2.3.10.4 Title of Software: Vendors submitting a proposal represents and warrants that it is the sole owner of the software or, if not, the owner, has received all legally required authorizations from the owner. Vendor to provide the following documentation:
  - A. Terms of software license.
  - B. Rights to computer software.
- 2.3.10.5 Documented Interface API and tool kit ad.
- 2.3.10.6 Custom changes to the Interface API.

## 2.3.10.7 Interfacing

- A. Vendor to detail their capability to interface vendor's applications to DOC applications.
- B. Data transfer in vendor's operating system. Vendor to include specification for extendable Markup Language (XML) or other standard interface options, to tie in a kiosk-based application with offender management systems.
- C. Security and capability when interfacing to DOC applications.

#### 2.3.10.8 Account Information

A. The vendor shall work with the inmate banking system and inmate telephone system vendors to provide balance on inmate's bank and phone accounts at no cost additional cost to the DOC and inmate.

## 2.3.10.9 Customer Interaction Messages

- A. Messages to be available in English and other languages as requested by the DOC, and at no additional cost to DOC.
- 2.3.10.10 Provide application instructions to the inmates which are clear and to the point, with no large blocks of text.

## 2.3.11 Scalability

- 2.3.11.1 Vendor to recommend number of inmate to kiosk ratio and how their system can adjust based on changing inmate populations.
  - A. Provide all assumptions used to identify required computing power and/or hardware.

2.3.11.2 Vendor shall ensure that the system architecture is scalable and designed to easily and inexpensively accommodate changes (future applications, etc.) resulting from DOC rules and workflows.

# 2.3.12 Training

- 2.3.12.1 The vendor will provide training to the authorized DOC staff's personnel at the locations where the equipment is installed. Additional training will be provided to new authorized DOC staff assigned during the Contract period, at no cost to the DOC, at specific DOC facilities. Video conferencing and/or webinar are acceptable.
- 2.3.12.2 Training manuals will be provided to the authorized DOC staff at all training meetings at no cost to the DOC. All manuals will become the property of the DOC.
- 2.3.12.3 Informational pamphlets will be available for inmate's relatives to explain applicable features and functionalities of the kiosks when requested by the authorized DOC staff, at no cost to the DOC.

#### 2.3.13 Maintenance

- 2.3.13.1 Vendor to provide maintenance and service plan to include frequency and speed of maintenance. Downtime shall not extend past a 24-hour period.
- 2.3.13.2 The vendor shall provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in participating state's time zone.
  - A. Vendor must provide the toll free number for agency to call when service is needed.
  - B. The vendor shall provide detailed plan for customer support during non-business hours. Non-business hours are; 5:00 pm to 8:00 am Monday through Friday, with 24 hour availability on weekends and holidays.
- 2.3.13.3 The vendor shall maintain levels of service and machine installation at no cost to state.
- 2.3.13.4 There shall be no additional installation cost to the DOC for changing out machines that need repair or replacement. The vendor shall be responsible for any expenses required for the repair of the equipment.
- 2.3.13.5 The vendor will coordinate its service schedule in advance with the institution.

- 2.3.13.6 The vendor shall contact the institution for entry approval regarding maintenance and repairs.
- 2.3.13.7 The vendor shall contact the institution for entry approval regarding maintenance and repairs.
- 2.3.13.8 The vendor shall provide the necessary labor, parts, materials, and transportation to maintain the hardware and software for the tablets in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the kiosks or kiosk environment infrastructure.
- 2.3.13.9 The vendor shall provide for continuous on-line diagnostics and continuous supervision as well as local remote offline control access for advanced programming and diagnostics of the tablet environment. Access to the built-in advanced diagnostics and program control will be accessible via network by service center personnel and will provide failure reports, service history and other diagnostics.
- 2.3.13.10 The vendor will provide their on-site repair time, method and proposed level of services for the facilities. Vendors will detail their ability to handle emergencies.
  - A. Please provide an escalation plan.
- 2.3.13.11 Vendors will provide all priority 1, 2, 3 and 4 tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem.
  - A. Should the escalation plan as provided by the vendor not be followed explicitly, the vendor will be liable for lost commissions during times the kiosks and/or kiosk environment infrastructure is in need of repair and not properly operating.
  - B. The specific commission will be calculated by the State and the State will advise the vendor of all commissions due.
  - C. The vendor will pay the calculated lost commission with the next commission payment due the State.
  - D. Vendor will be allotted time between the notification and the next commission payment to validate the lost commission. See *Attachment* \*\*, *Service Level Agreement*.
- 2.3.13.12 The vendor must provide the authorized DOC staff with a complete list of business, cellular and beeper numbers for its Contractors/subcontractors, managers, administrators, technicians

- etc. The vendor's management home and emergency telephone numbers must also be furnished.
- 2.3.13.13 The vendor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.
- 2.3.13.14 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the kiosks and/or kiosk environment infrastructure.
- 2.3.13.15 All issues surrounding the tablet environment will be reported by the vendor to the authorized DOC staff.
- 2.3.13.16 Describe method of dealing with problems, complaints and response time.
- 2.3.14 Provide the capability of producing reports, including but not limited to:
  - 2.3.14.1 Use and statistical reports by function. (i.e., banking, store commissary sales, grievances, medical appointments, etc.;
  - 2.3.14.2 Accounting reports;
  - 2.3.14.3 Kiosk Operational Statistics to include:
    - A. At minimum, internal operational software.
    - B. Ability to look at up-time logging data and monitor kiosks.
    - C. Full monitoring capabilities; KVM/Power.
  - 2.3.14.4 Touch screen buttons and font sizes large enough to be easily read by the majority of customers.
- 2.3.15 Vendors are to describe in detail the following:

- 2.3.15.1 Transaction processing messages;
- 2.3.15.2 What messages prompt the inmate during their time on the kiosk;
- 2.3.15.3 Error message, can the error message be customized?
- 2.3.15.4 Does functionality include instructional prompts?
- 2.3.15.5 Transaction processing messages to indicate what messages prompt the inmate during their time on the kiosk. This should include error messages.
- 2.3.15.6 Can the error message be customized?

### 3. WIRELESS TABLETS

- 3.1.1 Tablet must be a corrections-grade device (i.e., tamper-proof seal to easily identify inmate alterations). The vendor to provide detailed specifications for proposed tablet(s).
- 3.1.2 The tablet device shall be secure for all corrections environments to access a secure Wi-Fi network within facilities and allow the use of applications including but not limited to:
  - 3.1.2.1 Education and self-improvement programs
  - 3.1.2.2 Email/Secure messaging, including photo attachments
  - 3.1.2.3 Video messages
  - 3.1.2.4 Video visitation
  - 3.1.2.5 Inmate commissary ordering
  - 3.1.2.6 Inmate inquiries
  - 3.1.2.7 Inmate grievances
  - 3.1.2.8 DOC-initiated messaging services
  - 3.1.2.9 Song purchases/Music subscription services
  - 3.1.2.10 E-Books
  - 3.1.2.11 View account balances
  - 3.1.2.12 Law library access
  - 3.1.2.13 Games
  - 3.1.2.14 Podcasts
  - 3.1.2.15 Newsfeed
  - 3.1.2.16 Movies
- 3.1.3 Provide tablets and implementation services to enable devices to interface with the DOC commissary vendor so that offenders may be able to place commissary orders from tablets. The vendor shall fully cooperate with the commissary vendor to enable commissary orders via tablets. There shall be no fees charged to the DOC or to offenders for the interface enabling offenders to place commissary orders from tablets.

- 3.1.4 Ensure that all audio files offered to offenders are the industry sanitized versions and appropriate for a correctional setting.
- 3.1.5 Ensure that e-books offered for sale are in accordance with the Department's operating procedures regarding publications, to include the Publication Disapproved List (not all inclusive).
- 3.1.6 Offer music for sale as music downloads and also offer streaming music available at a monthly fee. The DOC will decide whether to implement the music download model or the streaming music model.
- 3.1.7 Provide the DOC with technology to allow offenders to use the hand held tablets to make telephone calls and video visitation directly from housing cell units and day rooms. Refer to Section 2.2.6 of this RFP for requirements of providing video visitation services and Section 4 of this RFP for requirements of providing telephone calls.
- 3.1.8 Provide tablets with a minimum one-year warranty.
- 3.1.9 Provide tablets in multiple form factors and adaptive for the sensorial disabled, the wireless tablet will offer a solution that integrates with the offender phone system and other vendor's services such as mail, library, law library, commissary, grievances, documentation, education programs, vocational training, cognitive behavioral therapy, and entertainment.
- 3.1.10 Provide personal cloud storage at no cost that holds offenders files such as email, photos, music, eBooks and other document content. This feature shall provide offenders with the ability to retrieve their digital content during and after their release from DOC custody.

# 3.2 WIRELESS TABLETS TECHNICAL ENVIRONMENT

- 3.2.1 The vendor shall provide its application(s) that will run on an operating system, mutually agreed upon by the vendor and the DOC that is capable of being upgraded at no cost to the Participating Entity.
- 3.2.2 Vendor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.
- 3.2.3 The vendor must provide following technical support services for all hardware equipment and software for services provided including, but not limited to:
  - 3.2.3.1 Updates and upgrades;
  - 3.2.3.2 Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, and/or workarounds.

- 3.2.3.3 All upgrades, bug fixes, enhancements to the software and/or hardware shall receive prior approval by the authorized DOC staff, if required by the Participating Entity.
  - A. If requested by the authorized DOC staff, the vendor will provide a test environment to allow the authorized DOC staff to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.
  - B. Vendor to describe how they will manage transferring any purchased media including but not limited to music and approved messages (i.e., text and photos) if new devices are introduced during the life of the contract and/or if a new vendor is chosen upon contract termination.
- 3.2.4 The vendor shall provide over-the-air update to upgrade OS (similar to how commercial Windows or smart phone provider's requests to upgrade for security issues).
- 3.2.5 System must be deployed as a wireless network.
  - 3.2.5.1 Tablets may or may not connect to DOC information technology infrastructure. Vendor to detail plans to support their proposal both ways.
  - 3.2.5.2 The vendor shall provide a system that does not interfere with any wireless equipment (two-way radios, Wi-Fi equipment, etc.) already operating at a DOC facility.
    - A. This includes but is not limited to two-way radio systems, telephone and data systems (other than applicable cellular devices), fire alarm systems, environmental control systems, lighting, motors, pumps, and electrical equipment.
    - B. Should any damage occur, the vendor shall be responsible for any repairs required.
  - 3.2.5.3 The DOC shall have the authority to determine which channels are to be used by the vendor.
    - A. The vendor shall allow DOC SNMP monitoring of these tablets devices, at a minimum.
    - B. The vendor shall allow DOC complete audit and read-only access to entire vendor infrastructure located on any DOC premises.

- 3.2.6 The vendor shall provide all equipment and software necessary to provide tablet services including, but not limited to: hardware, wiring, network equipment, etc.
  - 3.2.6.1 The vendor may utilize any existing hardware belonging to the DOC that is available, if it is deemed to be suitable and approved by the DOC.
  - 3.2.6.2 The vendor shall install and manage wireless networking equipment that will allow offenders to obtain the services requested.
  - 3.2.6.3 All equipment should be tamper resistant of a heavy construction and considered appropriate for a correctional environment.
  - 3.2.6.4 The vendor shall maintain and repair all networking and wireless network hardware and software for the offender network for the services requested.
  - 3.2.6.5 The vendor shall be responsible for all charges related to the purchase, installation, repair, or maintenance of all hardware and software related to the offender network for the services requested.
  - 3.2.6.6 The DOC requires the vendor to provide reliable high speed fiber optic cabling at each facility, at no cost to the DOC. The fiber optic network will be used for inmate phone calls and wireless tablet services including but not limited to music downloads, secured messaging, commissary ordering, inmate scheduling, banking, e-books, learning and training.
  - 3.2.6.7 Provide the DOC a percentage of the infrastructure solution (bandwidth) for the DOC to deliver shared applications and other educational content to offenders within the facilities for educational and re-entry purposes. Besides the fiber optic strands that will be used by the vendor for inmate phone and wireless tablet services, the DOC seeks to have the vendor provide the DOC with additional fiber optic strands specifically for the DOC and managed by the DOC for educational and re-entry purposes. The strands shall be terminated, tested, and ready for the DOC's use.
  - 3.2.6.8 Agree to transfer the vendor provided network to the DOC at the expiration of contract. This shall include all applicable cabling and wireless equipment.
- 3.2.7 Vendor must describe in detail all of the security built into their respective systems at the hardware, operating system, wireless infrastructure, network and application layers.
  - 3.2.7.1 The vendor shall detail its ability to disable devices such as FM radio, blue tooth radio, etc. as required by the DOC.

- 3.2.7.2 Requested devices must be disabled in BIOS and have no operating system driver installed to be classified as disabled.
- 3.2.8 The system at each DOC Facility must allow for designated DOC personnel located either at the facility or central administration to locally or remotely access each of the systems via a secure, password protected method.
  - 3.2.8.1 Specified DOC personnel must have the ability to modify or view any data, privileges, accesses or restrictions pertaining to inmates based on DOC-defined administrative rights.
- 3.2.9 The system features shall include, but are not limited to:
  - 3.2.9.1 Centrally locate devices and remote wiping and/or blocking;
  - 3.2.9.2 Central and remote site network administration;
  - 3.2.9.3 Centralized management of installed / accessible packages;
  - 3.2.9.4 AP isolation or other technology to prevent unapproved communication between tablet devices and other networks;
  - 3.2.9.5 Centralized management of authentication mechanisms; and
  - 3.2.9.6 System reporting.
- 3.2.10 The vendor shall propose, provide, and describe their solution for change management. These must include at a minimum:
  - 3.2.10.1 Version number;
  - 3.2.10.2 Description of the change;
  - 3.2.10.3 How the change was initiated (i.e. user or system support);
  - 3.2.10.4 Person requesting the change;
  - 3.2.10.5 Person responsible for the change; and
  - 3.2.10.6 Date and time of the change.
- 3.2.11 Training
  - 3.2.11.1 The vendor will provide training to the authorized DOC staff's personnel at the locations where the equipment is installed. Additional training will be provided to new authorized DOC staff assigned during the Contract period, at no cost to the DOC, at specific DOC facilities. Video conferencing and/or webinar are acceptable.

- 3.2.11.2 Training manuals will be provided to the authorized DOC staff at all training meetings at no cost to the DOC. All manuals will become the property of the DOC.
- 3.2.11.3 Informational pamphlets will be available for inmate's relatives to explain applicable features and functionalities of the tablet(s) when requested by the authorized DOC staff, at no cost to the DOC.

### 3.2.12 Maintenance

- 3.2.12.1 Vendor to provide maintenance and service plan to include frequency and speed of maintenance. Downtime shall not extend past a 24-hour period.
- 3.2.12.2 The vendor must provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in participating state's time zone. Vendor must provide the toll free number for agency to call when service is needed.
  - A. The vendor shall provide detailed plan for customer support during non-business hours.
- 3.2.12.3 The vendor shall maintain levels of service and machine installation at no cost to state.
- 3.2.12.4 There shall be no additional installation cost to the DOC for changing out machines that need repair or replacement. The vendor shall be responsible for any expenses required for the repair of the equipment.
- 3.2.12.5 The vendor will coordinate its service schedule in advance with the institution.
- 3.2.12.6 The vendor shall contact the institution for entry approval regarding maintenance and repairs.
- 3.2.12.7 The vendor shall provide the necessary labor, parts, materials, and transportation to maintain the hardware and software for the tablets in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the tablet environment infrastructure.

- 3.2.12.8 The vendor shall provide for continuous on-line diagnostics and continuous supervision as well as local remote offline control access for advanced programming and diagnostics of the tablet environment. Access to the built-in advanced diagnostics and program control will be accessible via network by service center personnel and will provide failure reports, service history and other diagnostics.
- 3.2.12.9 The vendor will provide their on-site repair time, method and proposed level of services for the facilities. Vendors will detail their ability to handle emergencies.
  - A. Please provide an escalation plan.
- 3.2.12.10 Vendors will provide all priority 1, 2, 3 and 4 tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem.
  - A. Should the escalation plan as provided by the vendor not be followed explicitly, the vendor will be liable for lost commissions during times the tablet infrastructure is in need of repair and not properly operating.
  - B. The specific commission will be calculated by the State and the State will advise the vendor of all commissions due.
  - C. The vendor will pay the calculated lost commission with the next commission payment due the State.
  - D. Vendor will be allotted time between the notification and the next commission payment to validate the lost commission.
- 3.2.12.11 The vendor must provide the authorized DOC staff with a complete list of business, cellular and beeper numbers for its Contractors/subcontractors, managers, administrators, technicians etc. The vendor's management home and emergency telephone numbers must also be furnished.
- 3.2.12.12 The vendor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.
- 3.2.12.13 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the tablet environment.
- 3.2.12.14 All issues surrounding the tablet environment will be reported by the vendor to the authorized DOC staff.

3.2.12.15 Describe method of dealing with problems, complaints and response time.

# 3.3 Education Application

- 3.3.1 Learning Management System with enrollment, managing participation, virtual class rooms, ability to load third party content in SCORM or IMS common cartridge formats.
- 3.3.2 Usage, completion and access reporting capabilities for administrative tracking.
- 3.3.3 Both self-paced and teacher led courses (list all available).
- 3.3.4 GED Prep Courses via Essential Education and i-Pathways (or Pearson online High School).
- 3.3.5 Minimum of 1,000 Life Skills courses from SkillSoft (or comparable).
- 3.3.6 Provide access to 4,000+ Khan Academy videos and courses (or comparable).
- 3.3.7 Self-Assessment Courses (list all available).
- 3.3.8 Provide access to a minimum of 60,000 pieces of educational content from top providers such as: HMH, Cengage, Simon and Shuster, Pearson, Wiley, and Random House. Content and exercises should be available for all reading levels.
- 3.3.9 The features of a learning management system in tracking inmate progress and allowing teachers to assign and content and grade inmate test results should include:
  - 3.3.9.1 Automated notifications via email to managers and learners when registering for learning events;
  - 3.3.9.2 Send pre-event reminder notifications;
  - 3.3.9.3 Set registration open/close dates;
  - 3.3.9.4 Permit individual and batch enrollment;
  - 3.3.9.5 Handle prerequisites during registration;
  - 3.3.9.6 Track a variety of learning activities in addition to formal classroom instruction (for example, on-the-job training and e-learning);
  - 3.3.9.7 Manual and automatic assignment of learning plans to individual learners and groups;
  - 3.3.9.8 Compliance and mandatory training notification, tracking and scheduling;

3.3.9.9	Assignment tracking;
3.3.9.10	Continuing education and certification tracking;
3.3.9.11	Calendars for learners, managers and administrators, showing courses and assignments;
3.3.9.12	Access learner roster for an enrolled class;
3.3.9.13	Manually edit tracking and completion data for a learner;
3.3.9.14	Ability to create an appointment in a calendar (such as Outlook) when a learner signs up for a course;
3.3.9.15	Straightforward graphical user interface (GUI) and navigation;
3.3.9.16	Browser-based interface;
3.3.9.17	Access control to system and data;
3.3.9.18	Secure login and authorization;
3.3.9.19	Select language and time-zone preferences;
3.3.9.20	Create individual learning plans with completion due dates;
3.3.9.21	Competency models with related learning activities;
3.3.9.22	Create tests, exercises and surveys from question-and-answer pools;
3.3.9.23	Set parameters for tests and exercises (for example, duration, number of attempts allowed, passing scores);
3.3.9.24	Support multiple response formats (such as true/false, multiple choice);
3.3.9.25	Collect and analyze test results;
3.3.9.26	Ability to set passing scores for a test;
3.3.9.27	Tests can be auto-graded by the system;
3.3.9.28	Capability to project curriculum completion based on test scores;
3.3.9.29	Importation of Sharable Courseware Object Reference Model (SCORM) and compliant with Aviation Industry Computer-Based Training Committee (AICC) content;
3.3.9.30	Importation of content created using third-party applications;

- 3.3.9.31 Importation of custom content developed by third parties;
- 3.3.9.32 Courseware content repository management;
- 3.3.9.33 Ability to build training materials, and allow for inclusion of any rich content;
- 3.3.9.34 Allow for reuse of content already in the system for any other new training module;
- 3.3.9.35 Provisioning and tracking of multiple content types;
- 3.3.9.36 Ability to combine multiple types of learning (i.e., static content, videos, podcast) into a single course;
- 3.3.9.37 Course delivery to mobile devices such as smartphones and tablets;
- 3.3.9.38 Dashboard and analytics for executives, managers and administrators:
- 3.3.9.39 Allow access to reports based on role;
- 3.3.9.40 Offer graphical as well as textual representations of data;
- 3.3.9.41 Export to other applications, such as CSV, Excel etc.;
- 3.3.9.42 Provide services to develop custom reports; and
- 3.3.9.43 Should add a section for Risk/Needs Assessment Software as many DOC's are moving to include that in their RFP Bundles.
- 3.3.10 Evidenced based risk/needs assessment tool that has been certified by a valid third party.
- 3.3.11 Automated matching of participants to available programs, based on pre-defined matching and eligibility criteria (including research-based assessment results, geographic location, gender, and other responsivity factors).
- 3.3.12 Ability for agency staff to make referrals to, schedule appointments for, and monitor progress in appropriate treatment programs and interventions with multiple programs offered in in-custody environments and providers within the community.
- 3.3.13 Ability for case managers to assign, facilitate, and monitor educational coursework and programming through the use of a Learning Management System (LMS).
- 3.3.14 Coursework assigned to an inmate must be made available to the inmate on a tablet.
- 3.3.15 Ability for agency staff, provider staff, and Inmates, or clients, to collaborate in case management through the use of shared case communication and progress.

- 3.3.16 Shared client data such as demographics and client service needs between agency staff and providers.
- 3.3.17 Staff and service level reports that can be customized to the needs of the jurisdiction.

## 3.4 ACCESSORIES

The vendor to provide a list and proposed pricing for all tablet accessories offered in the Cost Proposal.

## 4. INMATE PHONE SYSTEM

The system at each DOC Facility must allow for DOC investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified DOC personnel must have the ability to change or modify or view any privileges or restrictions pertaining to inmates at their facility.

- 4.1.1 The system features should include, but are not limited to:
  - 4.1.1.1 Central and remote site network administration;
  - 4.1.1.2 Centralized DOC system database;
  - 4.1.1.3 Automated operator;
  - 4.1.1.4 Call branding;
  - 4.1.1.5 Call blocking;
  - 4.1.1.6 Three-way call detect;
  - 4.1.1.7 Call forwarding detect;
  - 4.1.1.8 Call acceptance monitoring;
  - 4.1.1.9 Call duration limits and other inmate calling restrictions;
  - 4.1.1.10 Call monitoring and recording;
  - 4.1.1.11 Hot number tracking; and
  - 4.1.1.12 System reporting.
- 4.1.2 The vendor shall install and operate prison inmate telephones and all related equipment including wiring for the inmate telephones, installation, and any related hardware and software/firmware specifically identified in this RFP without cost to the DOC. All proposals must include a program for commission payments to DOC.
- 4.1.3 Site visits shall be negotiated within each Participating States Participating Addendum.

## 4.2 **REGULATORY REQUIREMENTS**

4.2.1 The vendor will adhere to any and all municipal, State or Federal requirements for the Inmate Telephone System (ITS) and managed access installation, certification, training or registration throughout the duration of the Contract. Should violation of codes, laws, statutes or ordinances occur relating to the ITS,

- the selected vendor shall correct the situation at no cost to the DOC, including payment of any fines or penalties associated with the violation.
- 4.2.2 The vendor will be responsible for compliance with all regulatory requirements imposed by local, State and Federal regulatory agencies for all services provided throughout the duration of the Contract.
- 4.2.3 The vendor will be responsible for making all modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the DOC to ensure proper use of the ITS by inmates and authorized DOC staff.
- 4.2.4 The vendor will keep all call processing and call rating information current and made available upon request by the authorized DOC staff. This information will include, but not be limited to:
  - 4.2.4.1 Local exchanges;
  - 4.2.4.2 Area codes;
  - 4.2.4.3 Country codes; and
  - 4.2.4.4 Any other information necessary to accurately process and rate calls.
- 4.2.5 The vendor will ensure the ITS provides telephone reception quality equal to the highest level of quality offered to the general public and will meet all industry standards for service quality as defined by each Participating Entity. The vendor will accept the authorized DOC staff's decision regarding determination of quality.

## 4.3 VENDOR RESPONSIBILITIES IN INITIAL INSTALLATION AND ONGOING MAINTENANCE

- 4.3.1 The vendor will provide new equipment and software in current production and considered to be state-of-the-art at the time of installation necessary to provide the services as requested in this RFP. Vendor must maintain state-of-the-art level for the duration of the Contract. These services include but are not limited to:
  - 4.3.1.1 Telephone sets;
  - 4.3.1.2 Wiring;
  - 4.3.1.3 Connectors:
  - 4.3.1.4 Jacks;
  - 4.3.1.5 Security and monitoring hardware; and
  - 4.3.1.6 Software systems.
- 4.3.2 The vendor will be responsible for all equipment in the ITS in its entirety or its individual components including, but not limited to:

- 4.3.2.1 Normal wear/use;
- 4.3.2.2 Inmate abuse:
- 4.3.2.3 Natural disaster; or
- 4.3.2.4 Inmate unrest.
- 4.3.3 The ITS and/or component replacement will be performed at no cost to the DOC and will occur immediately upon notification to the vendor of the ITS problem by the facility or authorized DOC staff.
- 4.3.4 For each facility installation, the vendor will submit, to authorized DOC staff, an implementation plan which will include an installation schedule. If agreed upon installation schedule is delayed beyond two (2) weeks from Contracted deadline date, the vendor will pay for any additional telephone service costs and/or lost commission incurred by the DOC as a result of the time delay.
- 4.3.5 Weekly updates to the installation plan must be submitted to authorized DOC staff designated by each Participating Entity.
- 4.3.6 The vendor agrees to obtain written permission, from authorized DOC staff, before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. The DOC does not anticipate such work will be required for the initial installation of the ITS.
- 4.3.7 The vendor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 4.3.8 Use of existing or in-place equipment including but not limited to:
  - 4.3.8.1 Conduit:
    - A. Raceways;
    - B. Cable ways;
    - C. Cable:
    - D. Inside wiring;
    - E. Telephone set mountings;
    - F. Switches;
    - G. Terminal boxes: and
    - H. Terminals within the facility are at the risk of the vendor.
- 4.3.9 No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Contract by the vendor becomes the DOC's property upon termination and/or expiration of the Contract.
- 4.3.10 The vendor agrees that if any cabling work is required as part of any installation, all new cables will be used and marked clearly and legibly at both ends, and must meet all applicable Electronics Industries Alliance/Telecommunications Association (EIA/TIA) wiring standards for commercial buildings. All new

- cabling required by the vendor will be installed by the vendor at no cost to the DOC.
- 4.3.11 The vendor must agree and have the capability to install the required quantity of telephones requested by each Participating Entity.
- 4.3.12 The authorized DOC staff reserves the right to add or delete institutions and/or facilities receiving service under the Contract upon thirty (30) days written notice. Such additions or deletions may be accomplished by letter and do not require a Contract amendment.
- 4.3.13 When a new DOC institution or satellite facility is opened by the DOC, the authorized DOC staff will determine (in consultation with the vendor) a schedule for installation of services and equipment at that location to ensure service as soon as practical at the new site.
- 4.3.14 The vendor will provide and install surge and lightning protection to protect their equipment. If outages are caused by surge and/or lightning, the vendor will reimburse DOC for lost commission.
- 4.3.15 Installation of all telephones and related equipment will be accomplished during normal business hours at each facility or as directed by the facility's onsite authorized DOC staff.
- 4.3.16 The vendor will clean up and remove all debris and packaging material resulting from work performed.
- 4.3.17 The vendor will restore to original condition any damage to the DOC's property caused by maintenance or installation personnel associated with the vendor, including repairs to walls, ceilings, etc.
- 4.3.18 The vendor agrees to install, repair and maintain all vendor provided equipment and lines at no cost to the DOC. Equipment must be maintained as current state-of-the-art.
- 4.3.19 Upon completion of initial installation and any additional changes as needed to the ITS, vendor must provide the authorized DOC staff with a list of telephone numbers, serial numbers, and locations of each unit. Vendor will routinely provide updated lists containing this information to authorized DOC staff.
- 4.3.20 The vendor must indicate the physical size of any controlling equipment to be installed at the DOC's facilities.
- 4.3.21 The vendor must indicate any environmental conditions required for the proposed controlling equipment. This will include any air conditioning or heating requirements for the control room or area. The vendor will be required to supply the necessary heating or cooling system for the control room at no additional cost to DOC.

- 4.3.22 Cordless phones are optional and may be utilized on State by State basis at no extra cost. The vendor will supply additional cordless telephones and or batteries for the telephones, as needed, at no cost to the DOC throughout the duration of this Contract.
- 4.3.23 The vendor will process the calls from the cordless telephones through the ITS.

## 4.4 STATION EQUIPMENT SPECIFICATIONS

- 4.4.1 All technical specifications and ITS requirements will meet or exceed industry standards, and will be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein.
- 4.4.2 The ITS will be capable of providing all operational features and system requirements applicable to all calls placed through the ITS, including local, long distance, and international calling.
- 4.4.3 Each call, having been identified as being placed through the vendor's ITS, will be delivered to the called party as a collect call, debit and/or pre-paid call.
  - 4.4.3.1 Describe your company's methodology to accomplish this.
- 4.4.4 The vendor will explain the company's ability and procedure to track other carrier's telephones and validate bill to numbers.
- 4.4.5 The vendor will subscribe to the Line Information Data Base (LIDB-physical address of telephone number) for validation purposes. The vendor will provide a searchable database for each inmate call and process only those calls which do not have Billed Number Screening (BNS) or Billed to Numbers (BTN). The vendor must assume all responsibilities for the cost of the validation.
- 4.4.6 Telephone equipment will be powered by the telephone line and will require no additional power source. A power source will be available at the demarcation location. Vendors will be required to identify the demarcation location for each facility.
- 4.4.7 In the unlikely case of the loss of commercial power and the failure of the Uninterruptible Power Source (UPS), the ITS must automatically restrict or "shut off" all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by the State.
- 4.4.8 The ITS will be capable of recovering from a power outage automatically or remotely once commercial power is restored.
- 4.4.9 Vendor will explain their process to validate and restore the ITS after shut down. If this is longer than 60 minutes, please explain how this will become part of a service level support defect.

- 4.4.10 The ITS and telephone stations will contain tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 4.4.11 The vendor will provide a sufficient infrastructure to allow inmates to utilize all the available telephones at the same time.
- 4.4.12 The vendor will provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to: providing telephones which are accessible to persons in wheelchairs, visually impaired and compatible with Telephone Devices for the Deaf (TDD). The vendor will provide the requested number of TDD units as specified in each States Participating Addendum.
- 4.4.13 All telephones must be of the "amplified" or of volume controlled sort.
- 4.4.14 The ITS will process calls:
  - 4.4.14.1 At a minimum, in English and Spanish.
  - 4.4.14.2 Vendor shall identify all possible languages to be provided to the DOC. Any additional costs to provide languages must be included in vendor's cost response "in a separate line."
- 4.4.15 The inmate must be able to select the preferred language utilizing a simple two (2) digit code.
- 4.4.16 The vendor will indicate whether the called party can also select the preferred language for call prompts. Any additional cost for languages will be included in vendor's cost response "in a separate line."
- 4.4.17 Written dialing instructions for all languages will be provided to DOC and be prominently displayed on each inmate telephone. ITS will replace systems, except for interface systems.
- 4.4.18 During the call set up process, the ITS will provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the facility.
- 4.4.19 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 4.4.20 All collect calls including debit and pre-paid calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party, and be free of charge.
- 4.4.21 Call acceptance by the called party will be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS will be able to recognize and distinguish, but not be limited to, the following:

- 4.4.21.1 Standard or irregular busy signals;
- 4.4.21.2 Standard or irregular ringing signals;
- 4.4.21.3 Answering machines;
- 4.4.21.4 Cellular telephones;
- 4.4.21.5 Operator intercepts;
- 4.4.21.6 Quick disconnects;
- 4.4.21.7 Chain dialing; and
- 4.4.21.8 No voice from called party.
- 4.4.22 The vendor will provide information on how the proposed ITS will meet this requirement.
- 4.4.23 The ITS will provide a recording back to the inmate detailing why a call was not completed. Please provide a list of the available recorded reasons.
- 4.4.24 Completing all DOC authorized calls is a requirement. State your process for completing those calls that would normally be blocked because of Competitive Local Exchange Carrier (CLEC) issues.
- 4.4.25 Provide operational specifics and a description of your proposed ITS validation process.
- 4.4.26 Include whether the vendor's validation is done in real time or by batch.
- 4.4.27 Specify vendor's process for unblocking a telephone number which was originally restricted for non-payment, to include the timeframe for removing the restriction once the payment posts.

## 4.5 INMATE TELEPHONE SYSTEM (ITS) FUNCTIONALITY (GENERAL)

- 4.5.1 The vendor will provide the ITS with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of inmate telephone calls meeting the DOC's ITS security requirements. In addition, the ITS will contain a secure database for transactional call records and provide data feeds to the DOC's official data repository.
- 4.5.2 Vendor must have functionality to allow or establish approval processes based on hierarchy or named group before an event is allowed to occur.
- 4.5.3 Authorized DOC staff will be responsible for providing a daily "inmate location" and "inmate ID number" to the vendor. The authorized DOC staff will determine the type, format and transmission method of the daily "inmate location". Authorized DOC staff will define the specifications of the requested data feed.
- 4.5.4 The vendor will provide complete support of all ITS software necessary to ensure provision of services at all times throughout the duration of the Contract. In addition, the vendor will monitor changes to associated interfaced systems and

- accommodate changes in their ITS as needed to continue operations of the services and ITS as specified herein.
- 4.5.5 The ITS will be restricted to outgoing calls only. The ITS will not process incoming calls at any time. The ITS will allow for the authorized DOC staff to program times when the ITS will be operational.
- 4.5.6 During the call set-up process, the ITS will provide a pre-recorded announcement every five (5) minutes, which complies with Code of Federal Regulations (CFR), Title 47, Volume 3, Part 64.710, identifying that the collect call is coming from a specific inmate at a specific DOC facility, stating rate and complaint information and containing a toll free number for the consumer's use. This announcement will be heard by the answering party. The announcement will also include the statement: "All telephone calls will be recorded and monitored except attorney calls".
- 4.5.7 The ITS will have the capability to be deactivated (shut down), by authorized DOC staff or vendor staff as authorized by DOC. The ITS will be capable of deactivating the ITS ID feature by individual inmate telephone, group of telephones and/or entire facilities, at the authorized DOC staff's option. Regardless of the deactivation, the ITS will restrict inmate calls to:
  - 4.5.7.1 Prepaid collect;
  - 4.5.7.2 Normal collect;
  - 4.5.7.3 Local;
  - 4.5.7.4 Long distance;
  - 4.5.7.5 Cellular; and
  - 4.5.7.6 International calls.
- 4.5.8 At no time, will the inmate telephones be unrestricted due to the deactivation of the ITS ID feature. The authorized DOC staff will have the ability to immediately deactivate any inmate's telephone account, upon approval of the authorized DOC staff for any of the following reasons:
  - 4.5.8.1 48-hours prior to any transfer;
  - 4.5.8.2 48-hours prior to any outside medical appointment; or
  - 4.5.8.3 48-hours prior to any outside court appointment.
- 4.5.9 The ITS will provide for authorized DOC staff access for the purposes of managing ITS access information in real time. Authorized DOC staff and vendor staff, as authorized by the DOC, will have the ability to immediately enter, delete, change, or modify any ITS access information including, but not limited to, calling privileges or restrictions pertaining to inmates.
- 4.5.10 The ITS will provide capability for assigning an inmate's telephone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones will still be capable of being used by an inmate whose telephone access is not specifically assigned to an individual telephone.

4.5.11 Should there be power outage issues, the ITS and UPS will maintain all currently ongoing telephone calls for up to five (5) minutes while blocking any additional call attempts after the event. A telephone message will alert inmates that they have two (2) minutes remaining on their call. After five (5) minutes, if the UPS has not alerted the ITS that commercial power has been restored, the ITS will power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. Upon restoration of power and system recovery, the ITS will wait for five (5) minutes of stable power before allowing inmate calls to resume.

## 4.6 NETWORK AND INFRASTRUCTURE REQUIREMENTS

- 4.6.1 The vendor will provide an ITS that includes a role-based monitoring component that is capable of being accessed through an authorized DOC staff log-in. The ITS will be capable of monitoring calls via secure, password protected internet access.
- 4.6.2 In addition, the ITS will interface with all digital network services provided by local exchange carriers (LEC) as well as inter-exchange carriers. The vendor's response shall provide the types of network services to which the ITS will interface and the purpose (use of a specific application) of such services for the DOC.

## 4.7 SOFTWARE REQUIREMENTS

- 4.7.1 The vendor will provide all software required to support the ITS. At the time of installation and throughout the duration of the Contract, including any renewals, all software will be the current production and considered to be state-of-the-art including software for all equipment and monitoring terminals utilized in service delivery. The DOC will not be responsible for any licensing costs throughout the duration of the Contract.
- 4.7.2 Vendor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.
- 4.7.3 The vendor software installed on the DOC computers/servers must operate in the then current DOC hardware, software and security configuration. Vendor is responsible for maintaining capability as the DOC configuration changes, at no cost to DOC.
- 4.7.4 The DOC prefers Web based tools with no software installation requirements. Please describe all vendor software proposed to be installed on DOC computers and/or used by authorized DOC staff. Provide software product name, functional description, usage, and installation/configuration requirements.
- 4.7.5 The vendor will provide all required/new software enhancements/upgrades to the ITS inclusive of service delivery for the ITS. Beta and Field Tested Software will not be provided unless specifically discussed with and approved by the authorized DOC staff.

- 4.7.6 All upgrades, bug fixes, enhancements to the software and/or hardware will receive prior approval by the authorized DOC staff. If requested by the authorized DOC staff, the vendor will provide a test environment to allow the authorized DOC staff to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.
- 4.7.7 The ITS will give inmates the ability to obtain account balances for telephone time and available inmate bank account funds to spend at the inmate store and coffee shops at no cost to the inmate. If vendor software does not have this capability, the awarded vendor will write an interface to accommodate DOC's needs.
- 4.7.8 The vendor is responsible for resolving any problems identified by the authorized DOC staff in a timely fashion and at no cost to the DOC. See Attachment M, DOC Service Level Agreement.

## 4.8 DATABASE REQUIREMENTS

- 4.8.1 The vendor will provide a data record of all transactions through the ITS. The data record will be maintained in a database for monitoring and analysis of inmate telephone calls. The data record is used to alert authorized DOC staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.
- 4.8.2 The vendor will be responsible for the generation and creation of a centralized system database. The ITS will provide the capability for every outgoing call to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call on standard media in a format of authorized DOC staff's choosing that allows for playback on standard PC, CD drives or industry standard media players.
- 4.8.3 The database will be maintained in such a manner as to allow authorized DOC staff the capability to review and monitor inmate call data regardless of which DOC facility is housing the inmate.
- 4.8.4 The database will contain multiple data fields. At a minimum, the database will contain all fields required to generate reports as indicated in Reporting Requirements and all information required to establish Inmate Telephone Access as indicated in Section 4. Final data elements to be collected will be subject to written approval by the authorized DOC staff.
- 4.8.5 The ITS will provide the capability for authorized DOC staff to download reports from the database, through secured internet access, as outlined in Reporting Requirements.
- 4.8.6 In addition, the vendor will provide access to the database through secure methods to be defined by the authorized DOC staff. Authorized DOC staff will be able to retrieve defined data on an on-going basis (could be real-time, daily or other).

The vendor will provide requested data elements in a format to be determined by the authorized DOC staff. Data extracts will be downloadable, as needed, to a format of authorized DOC staff's choosing. The data will allow the authorized DOC staff to perform further analysis as/when needed. The authorized DOC staff will finalize the methods, processes and functions with the vendor.

- 4.8.7 The vendor must briefly describe how Section 4.8.6 will be accomplished with the proposed ITS for the DOC and what security measures are in place to ensure authorized DOC staff have access to only those call recordings for which they are authorized.
- 4.8.8 The ITS proposed by the vendor must, at a minimum, allow authorized DOC staff to locate call recordings in the following manners:
  - 4.8.8.1 Search by inmate name or ITS inmate ID number (approved by DOC);
  - 4.8.8.2 Search by certain time period (date/time);
  - 4.8.8.3 Search by certain telephone instruments;
  - 4.8.8.4 Search by called telephone number; and
  - 4.8.8.5 Search by unit location.
- 4.8.9 The ITS must allow for the search criteria either individually or in combinations.
- 4.8.10 The ITS vendor proposal will provide a search capability that allows authorized DOC staff to search call recordings for certain key words or phrases. The vendor will provide a description of this capability. This feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.
- 4.8.11 The ITS vendor proposal will provide an alert capability that will notify authorized DOC staff with certain key words or phrases that are identified during the recording of the inmate call. This feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.
- 4.8.12 The vendor will provide a description of this capability.
- 4.8.13 The security and confidentiality of data in the ITS is of critical importance. The vendor will recover all inmate telephone data for all locations, to the point of full service operation using a data backup.
- 4.8.14 The vendor will perform all service and database back-ups and archiving. The vendor will provide all archival hardware, supplies, and network recovery procedures to ensure no data is lost at no cost to the DOC.

## 4.9 DATA STORAGE

- 4.9.1 The vendor will perform all ITS database back-ups and archiving including all call records, ITS programming database and call recordings. All archival hardware, supplies, network and recovery procedures, which ensure no data will be lost, will be provided by the vendor at no cost to the DOC.
- 4.9.2 The vendor will briefly describe how they will perform back-up or ITS redundancy of call data.
- 4.9.3 The vendor will provide full ITS programming back-up on a daily basis including, but not limited to:
  - 4.9.3.1 All call restrictions:
  - 4.9.3.2 ITS inmate ID numbers;
  - 4.9.3.3 Recorded inmate names;
  - 4.9.3.4 ITS prompts; and
  - 4.9.3.5 Other ITS operating database information.
- 4.9.4 The vendor will provide full ITS programming back-up in real time including, but not limited to:
  - 4.9.4.1 All call restrictions;
  - 4.9.4.2 ID:
  - 4.9.4.3 Recorded inmate names;
  - 4.9.4.4 ITS prompts; and
  - 4.9.4.5 Other ITS operating database information.

For example, when an Administrator updates an inmate's ID, the ITS automatically backs-up such changes immediately to the vendor's off-site location.

- 4.9.5 The vendor will provide full ITS inmate call record back-up from each DOC location on a daily basis.
- 4.9.6 The vendor will provide full ITS inmate call record back-up in real time. For example, when an inmate has completed all information regarding the call, the vendor will back-up immediately to the vendor's off-site location.
- 4.9.7 The vendor will provide full ITS inmate call recording back-up from each DOC location on a daily basis.
- 4.9.8 Vendor will provide full ITS inmate call recording back-up in real time. For example, when an inmate call completes, the entire recording of that call backs-up immediately to the vendor's off-site location.
- 4.9.9 The vendor will briefly describe how the local ITS databases at all DOC facilities will be kept current with the ITS back-ups at the vendor's off-site location in case of required re-programming or ITS recovery at the DOC facility. Should the vendor permanently lose call data, vendor will be responsible to the DOC for reimbursement.

- 4.9.10 The vendor must agree that the DOC retains ownership of all archived information, call detail, inmate records, call recordings, etc. The vendor must agree that the DOC has the right to obtain all achieved information, call detail, inmate records, call recordings, etc. associated with the ITS regardless of the location of such information within the vendor's organization or site.
- 4.9.11 The ITS will store all call detail records, including all attempted and completed calls. This data will be stored at the vendor sites throughout the duration of the Contract. Upon successful ITS implementation, the vendor will either import the previous year's telephone data or pay the previous vendor to provide one (1) year of call record storage and retrieval at no cost to DOC.
- 4.9.12 The vendor will provide authorized DOC staff with a "Certificate of Destruction".
- 4.9.13 The ITS will record all data with a historical transaction record. All data will be stored/archived for retrieval/backup in a database when requested by authorized DOC staff in accordance with the following:
  - 4.9.13.1 All historical data will be centrally stored and accessible for reporting purposes.
  - 4.9.13.2 This information must be available for reporting in a format of authorized DOC staff's choosing.
  - 4.9.13.3 The vendor is required to store telephone data throughout the duration of the Contract and/or successful transfer of the data to the authorized DOC staff. Call records detail and call recordings will be available "on-line" for a minimum of twelve (12) months from the date of the call and call records detail will be available "off-line" for an additional forty-eight (48) months, or a total of sixty (60) months from the date of the call. "Off-line" records will be in a format readily accessible to the authorized DOC staff upon request.
  - 4.9.13.4 All data will remain the property of the DOC and the vendor will not use the data for any purpose other than as required in the Contract.
- 4.9.14 The vendor will have a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that will be capable of providing for support in case of failures in power, ITS data networking, and vendor's equipment at its host site through the user-level equipment provided by the vendor, and for all natural or man-made disasters including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the authorized DOC staff and kept for reference purposes.

#### 4.10 SECURITY FEATURES

4.10.1 The ITS will allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.

- 4.10.2 The ITS will contain security features, which prevent unauthorized individuals from accessing any information held by the vendor. Secure access to the ITS and the database will be maintained at all times.
- 4.10.3 The vendor will establish an "informant" line. Calls to the "informant" line will be free and will be routed via the ITS to a destination designated by authorized DOC staff. If so requested by authorized DOC staff, the destination for the "informant" line may be an automated voicemail box. This call will not be a charge to the inmate.
- 4.10.4 The ITS provided by the vendor will not be capable of being detected by the called party for calling number identification (caller ID).
- 4.10.5 The ITS will prohibit direct-dialed calls of any type.
- 4.10.6 The ITS will prohibit access to "411" information service.
- 4.10.7 The ITS will prohibit access to DOC designated numbers.
- 4.10.8 The ITS must be able to be shut down quickly and selectively. Authorized DOC staff must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
  - 4.10.8.1 At demarcation location total facility telephones;
  - 4.10.8.2 By central control center select telephones; and
  - 4.10.8.3 By select housing units control center.
- 4.10.9 The ITS will be able to take an individual telephone out of service without affecting other telephones.
- 4.10.10 The ITS will not process incoming calls at any time. The vendor shall agree that no inmate telephone will be capable of receiving an incoming call and the vendor will work with the local exchange carriers (LECs) to ensure such control.
- 4.10.11 The vendor will describe how it detects "false disconnects".
- 4.10.12 The ITS will have the capability of answer detection.
- 4.10.13 The vendor will describe its answer detection methodology.
- 4.10.14 The inmate's call will be muted until the called party has positively accepted the call. The ITS will not allow the inmate to hear the called party prior to the actual positive acceptance of the call.
- 4.10.15 The ITS will be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.

- 4.10.16 In all circumstances, the ITS will limit the inmate to a single call request. The ITS will always require the inmate to disconnect and initiate another call.
- 4.10.17 The vendor will provide information on any additional or optional features, investigative or management systems or tools provided that may be of interest to the DOC (i.e. word recognition/keyword search, reverse look-up, visitation telephone recording, pattern analysis, digital forensics, etc.) Please ensure a complete description of the features application is included. Any cost associated with the additional or optional features described shall be included in the vendor's cost response *Attachment* \*\*, *Cost Commission Proposal*.
  - 4.10.17.1 Vendor shall describe their ability to monitor a sample of inmate telephone calls and provide monthly reports to the DOC.
- 4.10.18 The vendor may at the discretion of each Participating State:
  - 4.10.18.1 Provide and maintain a computer network for offender use that is separate from the States network, enabling offenders to make phone calls from tablets, and the vendor further should agree to:
    - A. Provide all equipment and software necessary to provide the services requested, to include but not limited to: telephone sets, wiring, connectors, jacks, etc. The vendor may, upon DOC approval, utilize any existing hardware belonging to the DOC that is available and suitable. (Note: Any materials currently belonging to the DOC shall remain the property of the DOC.) All equipment should be of a heavy construction and considered vandal-proof by telephone industry standards. Security phone sets are to be provided by the vendor, and all sets shall be the property of the vendor. The DOC will determine the number of telephones at each institution along with the location of all necessary equipment. The vendor will provide services to all institutions required by the DOC including current, new and privatized institutions.
    - B. Repair and maintain all network hardware and software in the system, to include any currently existing hardware that the Vendor chooses to utilize. The vendor shall be responsible for all charges related to the installation, repair, or maintenance of all network hardware/software related to the network and phone system for the term of the contract, including but not limited to: line charges, connection fees, or other charges that may be generated by local telephone companies or long distance telephone companies that may be utilized by the vendor. All work performed by the vendor shall be at the vendor's expense and shall not be billed to the DOC.

- C. Provide and install all additional and replacement wire and/or cable necessary for the operation of the proposed systems. All wire and/or cable installed becomes the property of the DOC. The installation and materials used must conform to industry as well as DOC security standards.
- D. Order all lines and make all necessary connections to make the system active and for mounting all Vendor-owned equipment.
- E. Provide a system whereby telephone calls are not operator assisted, but are voice activated collect calls, prepaid or debit calls that include local and long distance calls. State the options available to the DOC and recommend a program that would require limited administrative involvement by the The desired system languages are English and Spanish. Further, the phone system will be compatible with the needs of deaf offenders, and offer video phones for deaf offenders. Currently, Fluvanna Correctional Center for Women, Powhatan Reception and Classification Center and Greensville Correctional Center house deaf offenders, and the DOC anticipates that four video phones would be needed at Greensville and one video phone at Fluvanna and one at Powhatan. Hard of hearing offenders exist throughout the DOC, and the phone system should accommodate such offenders. In addition, the system will:
- F. Offer a programmable time limit restriction on calls with a notification of cut-off.
- G. Assign a permanent ID number to each offender to allow system access and use. Upon DOC request, DOC offender ID #'s may be changed.
- H. Include remote cut-off switches at each installation site and/or administration sites to allow the system to be disengaged by the DOC. The vendor will provide and install cut-off switches.
- I. Provide a system capable of furnishing a maximum of 15 numbers to each offender. The system should be automated to allow for the offender to be responsible for programming, maintaining, and updating the system with approved numbers. All updates should be made the same day.
- J. Brand each call with the name of the facility and the name of the offender placing the call.
- K. Deny all incoming calls.

- L. Detect and prevent a call to be transferred to a third party within the limits of current technology. No calls to pager numbers or pay telephones are allowed.
- M. Provide offenders in segregation with mobile headsets or tablets (if the offender has purchased a tablet) to place phone calls.
- N. Terminate a call completely when the caller hangs up, the called party hangs up, when the system's time limit parameter is reached or when a third party call or call forwarding is detected if designated by the DOC. The offender will be required to go through the automated operator or voice activator to initiate another call. The entire dial command sequence must be repeated.
- O. Offer each institution or applicable DOC employees the capability of remotely monitoring calls.
- P. Offer a monitoring system that incorporates a Security Threat Group (STG) component that will include but is not limited to: identification and tracking of STG member calls and their call patterns, reporting capabilities identifying all calls made by STG members and indicating STG affiliation by facility, and identify phone numbers STG members call and indicate report whether other offender are calling the same numbers.
- Q. Provide the capability of automatically recording all calls made from the offender telephone system, but not attorney calls, and the capability to track and retrieve recorded conversations via offender ID number, destination number, time of call, point of origin, or duration of call. The system should also offer the ability to query based on specific words and/or phrases. The system should allow for storage of this information for a minimum of sixty months. The Vendor shall provide the necessary equipment to meet the required storage needs.
- R. Offer biometric voice identification technology to enroll, validate monitor and continuously identify all offenders speaking on phone calls. The biometric voice identification system shall include comprehensive investigative features.
- S. Offer a blocking feature to ensure that specific numbers are not called (i.e. 800, 888, 911, or toll free numbers, etc.). In addition, the system shall allow for individual telephone numbers to be blocked based upon subscriber request.

- T. Offer a feature for blocking large number ranges, such as for State college dormitories.
- U. Not require DOC personnel to assist with the placing of a call.
- V. Include an accounting and reporting package that will provide detailed cost figures on all calls placed and provide revenue accounting on a monthly basis.
- W. Include capability for access to the Prison Rape Elimination Act (PREA) Sexual Abuse Hotline, which is operated by a designated outside reporting entity along with access to an identified emotional support entity and any other special need hotline numbers identified by the DOC. Calls to the Hotline shall be at no charge to offenders or the DOC. DOC to designate applicable staff with access to monitor the hotline.
- X. Provide a telephone hotline to allow an offender to dial #55 (preferred number) where the offender hears a recording (English/Spanish) stating they can report sexual abuse or sexual harassment using this system. The offender's voice message is attached to an email that is sent to either the English shared mailbox account or to the Spanish shared mailbox account for review and handling; mailbox must have the capability to send out emails. DOC must be able to confirm the location where the call originated. The offender may further dial #55 to request Emotional Support where they speak to a live person and can get emotional support or make a report.
- Y. Provide an anonymous hotline for staff and members of the general public to call in reports regarding sexual abuse or sexual harassment. The voicemail will attach to an email that is sent to the applicable sexual abuse mailbox.
- Z. Agree that in the event of a transition to another offender phone vendor, all equipment will remain with the DOC until new equipment is installed by the new vendor. Provide the DOC and the new vendor assistance for transition to a new contract at the termination of the contract resulting from this RFP.
- AA. Provide a system that does not violate any federal, State, or local laws.

- BB. Obtain all required Federal Communications Commission (FCC) licenses or any other approvals needed to utilize the system at a DOC facility.
- CC. Provide a system that does not interfere with any wireless equipment (two-way radios, Wi-Fi equipment, etc.) already operating at either facility. This includes but is not limited to two-way radio systems, telephone and data systems (other than applicable cellular devices), fire alarm systems, environmental control systems, lighting, motors, pumps, and electrical equipment. Should any damage occur, the vendor shall be responsible for any repairs required.

## 4.11 ITS INMATE IDENTIFICATION NUMBER (ID) APPLICATION

- 4.11.1 The vendor will establish an inmate account on the ITS that includes:
  - 4.11.1.1 The DOC inmate ID number will be contained within the ITS inmate ID account number.
  - 4.11.1.2 DOC inmate ID numbers are generated by each Participating Entity Inmate management system at intake and will be provided to the ITS daily.
  - 4.11.1.3 The ITS will provide the inmate the ability to choose a minimum of a four (4) digit password for logging into the ITS. The vendor will describe the procedures to implement and reset an inmate's password.
- 4.11.2 Authorized DOC staff will have authority to modify or review any privileges or restrictions pertaining to an inmate. Level of authority should be password/user account/password-based.
- 4.11.3 The ITS inmate ID number application will work with the ITS using all the features and functionalities described herein. No calls will be made without an ITS inmate ID number.
- 4.11.4 The ITS will have the capability to provide collect, debit and pre-paid station-to-station calling utilizing an ITS inmate ID number.
- 4.11.5 The ITS must allow each ITS inmate ID number to have a "class of service" assigned. An adjustable default setting shall be provided. Setting will apply to all calls unless modified for a special ID. For example, each ITS inmate ID number will have the maximum duration of each call, etc. The proposed ITS must provide call restrictions by ITS inmate ID number and provide the following restrictions at a minimum:
  - 4.11.5.1 Location: Inmates can only make calls from the location designated by Participating Entities.

- 4.11.5.2 Placing of Calls: Inmates can be either approved or not approved to make telephone calls by ITS inmate ID number.
- 4.11.5.3 Use of Specific Telephones: Inmates, via the ITS inmate ID number, will be restricted to a specific telephone or group of telephones, at the authorized DOC staff's option; (i.e.: unit, wing, etc.).
- 4.11.5.4 Duration of Call: Limit the duration of the call by facility, by individual, and by type of call, (local, Interlata, etc.).
- 4.11.5.5 Time of day calling.
- 4.11.5.6 Any combination of the above.
- 4.11.5.7 Once an inmate is released, the ITS inmate ID number and password will be deactivated.
- 4.11.6 The ITS will interface with the DOC NOTIS system to ensure the DOC inmate ID will be automatically transferred to the ITS.
- 4.11.7 The ITS inmate ID numbers will be accessible to authorized DOC staff.
- 4.11.8 The vendor's ITS will document any changes to an individual ITS inmate ID number.

# 4.12 SYSTEM RESTRICTION, FRAUD CONTROL AND NOTIFICATION REQUIREMENTS

- 4.12.1 The security and confidentiality of inmate-placed telephone calls is of critical importance. Security features, which prevent unauthorized access to any information held by the vendor, will provide for restriction to the ITS, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the ITS will be maintained at all times. The ITS will have security capabilities that include, but are not limited to:
  - 4.12.1.1 Each completed call from the ITS, except registered attorney telephone calls, will include a pre-recorded announcement that the call is subject to monitoring and recording. The pre-recorded announcement will be random, but no less than one (1) time within the first ten (10) seconds of the call and at a minimum of three (3) times in a 30 minute telephone call.
  - 4.12.1.2 The vendor will be able to detect unusual or suspicious number sequences dialed or dialing patterns, which the ITS identifies as possible attempts to commit fraud.

The vendor must briefly describe how the ITS will perform and/or prevent such fraudulent dialing attempts.

- 4.12.1.3 The proposed ITS will provide a call alert and notification feature. An alert is an immediate visible indication of a suspected event that can be set by authorized DOC staff. A notification is an e-mail or phone call to an identified event selected by authorized DOC staff. The event can include but is not limited to:
  - A. A certain inmate placing a call,
  - B. A certain number is called by an inmate, or
  - C. A DOC unauthorized call attempt is made.

The vendor will briefly describe the alert feature proposed with the proposed ITS and the options available to the DOC.

- 4.12.1.4 The vendor will be able to identify and report, 3 way or conference calling and call forwarding. The vendor must have features that allow authorized DOC staff options to manage identified calls. If authorized DOC staff chooses to disconnect the call, the ITS will interject a message stating "This call is being disconnected in ten (10) seconds".
- 4.12.1.5 Optional Requirement Vendors will provide technology information on their ability to detect the presence of cell phones within a facility. This can be done through the vendor's company or in conjunction with a subcontractor. Provide a separate line in the proposal cost section *Attachment* \*\*, *Cost Commission Proposal*.

#### 4.13 SYSTEM NETWORK STATUS MONITORING COMPONENT

- 4.13.1 All the ITS will provide a system network status monitoring component within the ITS.
- 4.13.2 The ITS's status monitoring component will, at a minimum:
  - 4.13.2.1 Show graphically, in real-time, the status of the ITS components at each DOC facility and other locations, to include but not limited to:
    - A. Calls;
    - B. Processor equipment;
    - C. Call monitoring equipment;
    - D. Call recording equipment;
    - E. Telephone station equipment; and
    - F. Network circuit connections.
  - 4.13.2.2 Show component status for the ITS in a minimum of two (2) conditions:
    - A. "Green" for normal operation; and
    - B. "Red" for failed operation.

- 4.13.2.3 Provide automatic reporting of component status changes (not manual input) for calls.
- 4.13.2.4 Display and record event times, i.e., when any component changes status from "Red" to "Green", or vice-versa.
- 4.13.2.5 The ITS provider shall provide the service technicians the ability to log acknowledgements of but not limited to:
  - A. Component failures;
  - B. Log acceptance of responsibility for repair; and
  - C. Log comments on action taken for calls.
- 4.13.2.6 Authorized DOC staff will be allowed to observe the ITS status display at any time upon demand. All event records and technician logs will be maintained by the vendor for a minimum of thirty (30) days and will be available to authorized DOC staff upon request.

### 4.14 DEBIT OR INMATE BASED PRE-PAID APPLICATION

- 4.14.1 The DOC requests the vendor to support both debit and pre-paid applications at all facilities. The applications must include, but not be limited to, the following:
  - 4.14.1.1 The debit/inmate based pre-paid application will work with the ITS provided.
- 4.14.2 The debit application will interface with the current DOC Commissary System for ease of transfer of money from the commissary account to the inmate ITS account. The commissary is managed by the authorized DOC staff. In December of 2013, the commissary and banking environment will be moving to a new software application. The vendor must be prepared to test and accept a new data file if necessary.
- 4.14.3 The vendor will provide information as to how the ITS handles debit balances if an inmate is transferred from one DOC facility to another.
- 4.14.4 The ITS will provide the inmate with a balance of their debit and/or inmate based pre-paid account at the time of the call. Please describe how this is accomplished.
- 4.14.5 The debit/inmate based pre-paid application will allow international calls.
- 4.14.6 The ITS will provide balance on bank account if requested at no cost to inmate.

#### 4.15 TRAINING

4.15.1 The vendor will provide training to the authorized DOC staff's personnel at the locations where the equipment is installed. Additional training will be provided to new authorized DOC staff assigned during the Contract period, at no cost to

- the DOC, at specific DOC facilities in the north and south. Video conferencing and/or webinar are acceptable.
- 4.15.2 Training manuals will be provided to the authorized DOC staff at all training meetings at no cost to the DOC. All manuals will become the property of the DOC.
- 4.15.3 Informational pamphlets will be available for inmate's relatives to explain applicable features and functionalities of the ITS, when requested by the authorized DOC staff, at no cost to the DOC.

#### 4.16 GENERAL MAINTENANCE

- 4.16.1 The vendor shall contact the institution for entry approval regarding maintenance and repairs.
- 4.16.2 The vendor will provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the ITS.
- 4.16.3 The vendor will have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone or with the telephone line.
- 4.16.4 The ITS will provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline ITS control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control will be accessible via telephone or network by service center personnel and will provide failure reports, service history and other diagnostics.
- 4.16.5 The vendor will provide their on-site repair time, method and proposed level of services for the facilities. Vendors will detail their ability to handle emergencies see *Attachment* \*\*, *Service Level Agreement*.
  - 4.16.5.1 Provide an escalation plan.
- 4.16.6 Vendors will provide all priority 1, 2, 3 and 4 tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem. Should the escalation plan as provided by the vendor not be followed explicitly, the vendor will be liable for lost commissions during times the telephones were in need of repair and not properly operating. The lost commission will be calculated by multiplying the average number of calls for each call type x (times) the then prevailing calling rates x (times) the commission rate. The specific commission will be calculated by the State and the State will advise the vendor of all commissions due. The vendor will pay the calculated lost commission with the next commission payment due the State. Vendor will be allotted time between the notification and the next commission payment to validate the lost commission. See *Attachment* \*\*, *Service Level Agreement*.

- 4.16.7 The vendor must provide the authorized DOC staff with a complete list of business, cellular and beeper numbers for its Contractors/subcontractors, managers, administrators, technicians etc. The vendor's management home and emergency telephone numbers must also be furnished.
- 4.16.8 The vendor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.
- 4.16.9 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS.
- 4.16.10 All issues surrounding the ITS will be reported by the vendor to the authorized DOC staff. See *Attachment* \*\*, *Service Level Agreement*.
- 4.16.11 Describe method of dealing with problems, complaints and response time.

#### 4.17 TRANSITION PLAN

- 4.17.1 The vendor will work with the authorized DOC staff and the incumbent vendor to ensure an orderly transition of the ITS and responsibilities under the Contract and ensure the continuity of the ITS required by the DOC.
- 4.17.2 The vendor will propose a transition plan that minimizes lost revenue to the DOC for a smooth "cutover" to the new ITS.
- 4.17.3 The vendor will maintain the current ITS database information including inmate profiles and call records. These will be retained during conversion to the new ITS. The vendor shall explain how database is maintained.
- 4.17.4 Upon expiration, termination, or cancellation of the Contract, the vendor will cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Contract to an organization designated by the authorized DOC staff. The vendor will provide and/or perform any or all of the responsibilities outlined in this Scope of Work.
- 4.17.5 The vendor acknowledges the call records, call recording, documentation, reports, data, etc., contained in the ITS are the property of the DOC. The vendor is responsible for providing all call records, call recordings, documentation, data, etc., in a format that authorized DOC staff can maintain and utilize as an operational database and is designated by the authorized DOC staff.
- 4.17.6 Upon termination, all call detail records, call recordings, documentation, reports, data, etc. will be provided to the authorized DOC staff by the vendor within one hundred twenty (120) days of request or termination of the Contract. The data will be in a workable, software-compatible format, to be determined by authorized DOC staff, at no cost to the DOC.
- 4.17.7 The vendor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Contract for a

period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date. Upon termination, the vendor will discontinue providing service or accepting new assignments under the terms of the Contract, on a date specified by the authorized DOC staff.

- 4.17.8 All commissions will be due and payable by the vendor to the DOC at the compensation rate provided in the Contract until collect, debit and/or pre-paid calls are no longer handled by the vendor. Not to exceed one hundred twenty (120) days.
- 4.17.9 The vendor will provide a plan for rendering restitution in the event agreed upon commissions are not paid to DOC at mutually agreed time periods and/or in the event of ITS malfunctions.

#### 4.18 MAINTENANCE/SERVICE

- 4.18.1 Software Modification by the vendor and Release Management.
- 4.18.2 Department initiated modification to the software; the vendor shall provide the following:
  - 4.18.2.1 Timely cost estimates; and
  - 4.18.2.2 Reasonable delivery date for enhancements, as mutually agreed upon.
- 4.18.3 The vendor will prepare software releases and stages for testing, validation and acceptance in a test environment. The Department will perform testing for authorization to proceed prior to migration to production environment.
- 4.18.4 The vendor shall propose, provide, and describe their solution for change management. These must include at a minimum:
  - 4.18.4.1 Version number;
  - 4.18.4.2 Description of the change;
  - 4.18.4.3 How the change was initiated (i.e. user or system support);
  - 4.18.4.4 Person requesting the change;
  - 4.18.4.5 Person responsible for the change; and
  - 4.18.4.6 Date and time of the change.
- 4.18.5 Vendor to provide maintenance and service plan to include frequency and speed of maintenance. Downtime shall not extend past a 24 hour period.
- 4.18.6 The successful contractor must provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in participating state's time zone. Vendor must provide the toll free number for agency to call when service is needed.
  - 4.18.6.1 The vendor shall provide detailed plan for customer support during non-business hours.

- A. The vendor shall provide detailed plan for customer support during non-business hours. Non-business hours are; 5:00 pm to 8:00 am Monday through Friday, with 24 hour availability on weekends and holidays.
- 4.18.7 Maintain levels of service and machine installation at no cost to state
- 4.18.8 No additional installation cost for changing out machines that need repair or replacement.
- 4.18.9 The vendor will coordinate its service schedule in advance with the institution.
- 4.18.10 If ownership of equipment shall remain with the contractor, the state shall provide reasonable measures against loss by pilferage or destruction. The vendor shall be responsible for any expenses required for the repair of the equipment.
- 4.18.11 The successful vendor must provide following support services for equipment placed within state buildings that include but are not limited to:
  - 4.18.11.1 Unlimited phone support;
  - 4.18.11.2 Updates and upgrades;
  - 4.18.11.3 Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, or workarounds.